

**WYOMING LANDSCAPE CONSERVATION INITIATIVE**

**Memorandum of Understanding**

**Among**

**U.S. DEPARTMENT OF THE INTERIOR**  
**BUREAU OF LAND MANAGEMENT, U.S. GEOLOGICAL SURVEY,**  
**U.S. FISH AND WILDLIFE SERVICE, NATIONAL PARK SERVICE**

**U.S. DEPARTMENT OF AGRICULTURE**  
**U.S. FOREST SERVICE, Rocky Mountain Region R2**  
**Agreement Number 15-MU-11020000-005**  
**U.S. FOREST SERVICE, Intermountain Region R4**  
**Natural Resources Conservation Service**

**STATE OF WYOMING**  
**WYOMING GAME & FISH COMMISSION, WYOMING DEPARTMENT OF AGRICULTURE**

**LOCAL GOVERNMENT**

**COUNTY COMMISSIONS representing Carbon, Fremont, Lincoln, Sublette, Sweetwater, and Uinta counties**

**And**

**CONSERVATION DISTRICTS representing Lincoln, Little Snake River, Medicine Bow, Popo Agie, Saratoga-Encampment-Rawlins, Star Valley, Sublette County, Sweetwater County, and Uinta County**

- 1. Purpose.** This Memorandum of Understanding (MOU) describes the relationship among the U.S. Departments of the Interior and Agriculture, the State of Wyoming, the County Commissioners in southwest Wyoming, and the Conservation Districts in southwest Wyoming in working together to implement the Wyoming Landscape Conservation Initiative (WLCI).
- 2. Background and Need.** Wyoming encompasses some of the highest quality wildlife habitats in the Intermountain West. Sagebrush, mountain shrub, aspen, riparian, and aquatic communities provide crucial habitat for deer, elk, pronghorn antelope, greater sage-grouse, and a variety of non-game species. Lands and water in Southwest Wyoming also offer some of the country's most sought-after recreational opportunities. Additionally, they provide an important economic asset by attracting anglers, hunters, and other visitors seeking open spaces, majestic scenery, and outdoor recreation in pristine settings. For many small rural communities, money spent by anglers and hunters is essential for long-term economic stability. This region's vast open spaces also support an important livestock industry and provide essential corridors for migratory wildlife.

At the same time, this region provides the United States with world-class energy resources. Encompassing 19 million acres - roughly the size of Connecticut, Delaware, Massachusetts, and New Hampshire combined - the Green River Basin of Southwest Wyoming produces enough natural gas annually to heat 4 million homes. With approximately 23 trillion cubic feet of natural gas used annually in the U.S., the estimated 83 trillion cubic feet of recoverable natural gas in Southwest Wyoming will continue to account for one of the country's largest sources of natural gas.

To ensure Southwest Wyoming's wildlife and habitat remain viable in areas facing development pressure, the participating agencies have proposed the WLCI.

3. **Mission.** The WLCI will implement a long-term science-based program to assess and enhance the quality and quantity of aquatic and terrestrial habitats at a landscape scale in Southwest Wyoming (Attachment A), while facilitating responsible development through local collaboration and partnerships. This will be accomplished by the WLCI partnership acting as a coordinating caucus working on natural resource issues and needs that are beneficial to the entire partnership, independent of specific agency or entities objectives. The WLCI will provide a clearinghouse and database for peer reviewed science that can be used by land managers, private landowners and entities as a resource to make more informed land use decisions in southwest Wyoming.
4. **Objectives.** The WLCI mission will be accomplished through a coordinated and integrated approach of conducting inventory, monitoring, habitat enhancement and research activities within Southwest Wyoming, in accordance with General Provision 10.h below. The role of WLCI includes acting as a resource for information, identification and implementation of conservation measures while not acting as a policy decision making body. Specific WLCI objectives include:
  - a. Conduct efficient science-based species monitoring and habitat enhancement;
  - b. Facilitate best reclamation and mitigation practices for areas impacted by development;
  - c. Integrate existing data with new knowledge and technologies to forecast future development of mineral and energy resources and assist in habitat conservation planning;
  - d. Conduct habitat assessment and enhancement in all habitat types with a special focus on the sagebrush, mountain shrub, aspen, riparian, and aquatic communities;
  - e. Exchange information, data, and research findings among partners, industry, and stakeholders to improve habitat conditions and long-term viability of species at a landscape scale; except personal or proprietary information.
  - f. Complement existing habitat reclamation and mitigation efforts;
  - g. Broaden our understanding of the valuable Green River Basin ecosystem;
  - h. Identify priority needs not addressed by existing agency science and resources programs, and develop a funding strategy to meet these needs; and
  - i. Ensure grazing management practices sustain a viable livestock industry and associated open spaces.
5. **WLCI Executive Committee Participants.**
  - a. Bureau of Land Management (BLM) Wyoming
  - b. U.S. Geological Survey (USGS), Northwest Region
  - c. U.S. Fish and Wildlife Service (USFWS), Mountain-Prairie Region (Region 6)
  - d. National Park Service (NPS), Intermountain Region
  - e. Wyoming Game and Fish Commission (WGFC)
  - f. Wyoming Department of Agriculture (WDA)
  - g. Wyoming County Commissions within the WLCI area (WCC)
  - h. Wyoming Conservation Districts within the WLCI area (WCD)

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- i. USDA Forest Service (USFS), Region 2/Region 4
  - j. USDA Natural Resources Conservation Service (NRCS)
  - k. Wyoming Office of the Governor Liaison
6. **WLCI Organization.** WLCI operations are implemented by four specific groups: the WLCI Executive Committee, WLCI Coordination Team, WLCI Science and Technical Advisory Committee (STAC), and the WLCI Data and Information Management Team (DIMT) and other teams or committees created as needed. Responsibilities for each of these operational groups are described below. Several organizations cooperate with the WLCI and provide support on an as-requested basis: U.S. Bureau of Reclamation (BOR) Upper Colorado Region, Wyoming Department of Environmental Quality (WDEQ), Wyoming State Land Board, Wyoming State Grazing Board, and Jonah Interagency Mitigation and Reclamation Office (JIO)/Pinedale Anticline Project Office (PAPO).
- a. **WLCI Executive Committee (EC).** The WLCI Executive Committee will provide leadership, direction and oversight for the Coordination Team, STAC, and DIMT. This Committee consists of the agency head or their representative from each of the participating Federal and State Agencies and one elected County Commissioner and one elected Conservation District Board Member representing the Counties (Lincoln, Uinta, Sublette, Sweetwater, Carbon and Fremont counties) and Conservation Districts (Lincoln, Little Snake River, Medicine Bow, Popo Agie, Saratoga-Encampment-Rawlins, Star Valley, Sublette County, Sweetwater County and Uinta County) within the WLCI area (listed in paragraph 5 above). In addition to the groups described in the MOU, the Executive Committee may appoint ad hoc or permanent committees and teams to accomplish the mission of the WLCI.
  - b. **WLCI Coordination Team (CT).** The Coordination Team will implement and manage activities necessary to meet WLCI objectives. Staffing will be as described in Attachment B. Coordination Team personnel will work directly for their individual Agency but perform duties to meet WLCI objectives. Vacancies on the Coordination Team should be filled as soon as reasonably possible to ensure continuation of the intent of WLCI, and team members should be centrally located within Southwest Wyoming at the BLM Rock Springs Field Office. The Coordination Team provides mission oversight to WLCI sub-committees and ensures open communication and coordination among these various committees.
  - c. **WLCI Science and Technical Advisory Committee (STAC).** The STAC will advise the Coordination Team and Executive Committee on scientific and technical issues affecting Southwest Wyoming, to include reviewing development of an overall science plan to meet management needs; identifying and prioritizing relevant research and monitoring projects; and providing input to proposed mitigation projects. Group composition will be approved by the Executive Committee. Major WLCI science work will be conducted by the USGS in coordination with the STAC.
  - d. **WLCI Data and Information Management Team (DIMT).** The DIMT will build and maintain the WLCI data catalog and Website, and establish a data management network necessary to ensure continued maintenance of the data catalog. Group composition will be approved by the Executive Committee.
7. **Schedule.** In order to be effective and meet its goals, the WLCI will need to be implemented for a minimum of 10 years. The Executive Committee will determine the continuing necessity of the WLCI during reviews of the MOU (see General Provision 10.e below).
8. **WLCI Executive Committee Operations.**
- a. **Meetings.** At a minimum, the Executive Committee will meet three times annually to provide overall strategic guidance to the other WLCI groups, review financial status, evaluate progress, and address staffing needs. A quorum of members must be present to hold a meeting (a quorum consists of a minimum of two Federal, one State, and one local government agency representatives). Decisions of the

Executive Committee shall be by consensus. If consensus cannot be reached, decisions will be by majority vote.

- b. **Officers.** The Executive Committee will designate a Chair and two Vice Chairs annually on a rotational basis with a single term not exceeding two consecutive years (over a series of years, an Executive Committee member could serve in a chair position more than one time, but no more than two years in succession in each chair position). The Chair and two Vice-Chairs will represent state, federal, and local membership. The First Vice Chair will be the Chair-Elect for the annual rotation. The Second Vice Chair will be the First Vice Chair-Elect for the annual rotation.
- c. **Officer Duties.** Dual signatures of both the Chair and either Vice-Chair will be required when acting on behalf of WLCI.

#### 9. WLCI Coordination Team Operations.

- a. **Procedures.** The WLCI Coordination Team is responsible for the day-to-day activities and operations of the Initiative. At a minimum, these operational processes address financial accountability, strategic planning/goals, coordination procedures for Charter Member agency field organizational units, internal and external outreach, and enhancement project planning and selection. The Executive Committee will approve all WLCI processes.
- b. **Management.** The BLM representative will be the designated WLCI Coordination Team Project Coordinator. Responsibilities will include implementation of all Executive Committee approved processes.

#### 10. GENERAL PROVISIONS

- a. **Change Procedures.** The MOU and WLCI Conservation Action Plan will be reviewed by the Executive Committee every 5 years or as needed, to address proposed changes that may be necessary due to current activities and conditions within the region.
- b. **Federal, State, and Local Responsibilities.** Nothing in this MOU shall change the responsibilities or negotiated agreements of any Federal, State or Local Government agency as it relates to dealing with impacts of development in Southwest Wyoming.
- c. **Freedom of Information Act (FOIA) and Wyoming Public Records Act.** Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Any Information held by the State Agencies is subject to the terms of the Wyoming Public Records Act (Wyo. Stat. Ann 16-4-201 et seq.).
- d. **Participation in Similar Activities.** This instrument in no way restricts the Federal, State or Local Government Agencies from participating in similar activities with other public or private agencies, organizations, and individuals.
- e. **Commencement/Expiration/Termination.** This MOU takes effect upon the last date of signature of the Federal, State and Local Government Agencies and remains in effect for ten (10) years from that date. At the 5-year review, the EC can extend a vote of confidence continuing the MOU until other actions are requested to amend, extend, or terminate this agreement. This MOU may be extended or amended upon written modification of the Federal, State and Local Government Agencies. Any party may terminate this MOU with a 60-day written notice to the other(s).
- f. **Responsibilities of Parties.** The Federal, State, and Local Government Agencies will handle their own activities and use their own resources, including the expenditure of their own funds under this MOU.

- g. **Principal Contacts.** The principal contacts for this instrument are:

**Wyoming Game and Fish Commission**  
 Scott Talbott, Director  
 5400 Bishop Blvd  
 Cheyenne, WY 82007  
 307-777-4501

**USDI Bureau of Land Management**  
 Don Simpson, State Director  
 5353 Yellowstone; PO Box 1828  
 Cheyenne, WY 82002  
 307-775-6001

- h. **Nonbinding Agreement.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- i. **Establishment of Responsibility.** This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, the State of Wyoming, Local Governments or their agencies, officers, or any person.
- j. **Sovereign Immunity.** Neither the United States nor the State of Wyoming, Local Governments nor any agency, waives its sovereign immunity by entering into this MOU, and each fully retains all its immunities and defenses as provided by applicable law with respect to any action based on or occurring as a result of this MOU.
- k. **Third Party Beneficiary.** The parties do not intend to create any individual or entity with status as a third party beneficiary. This MOU shall not be construed so as to create any third party beneficiary status.
- l. **Enforceability.** This instrument is a memorandum of understanding, unsupported by consideration, and is not a contract. While this instrument provides guidelines, which the parties intend to follow, it is not enforceable against any party in any proceeding and there are no penalties for nonperformance.

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- m. **Notices.** Any communications affecting the operations covered by the parties to this agreement is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax in accordance with the contact information in Attachments C, D, and E.
  - n. **Endorsement.** Any of the cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the cooperator's products or activities and does not by direct reference or implication convey the cooperator's endorsement of the Forest Service products or activities.
  - o. **Members of Congress.** Pursuant to 41 U.S.C. 22, no U.S. member of or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
  - p. **Text Messaging While Driving.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
  - q. **Debarment and Suspension.** The non-Federal cooperators shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the non-federal cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspensions is voluntary or involuntary.
  - r. **Authorized Representatives.** By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

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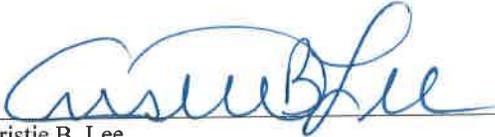


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Mechele MacDonald Date  
Grants Management Specialist  
USDA Forest Service, Region 4, Intermountain Region

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**USDA Forest Service** Date  
Region 4, Intermountain Region  
Nora Rasure  
Regional Forester

 12-17-14  
Cristie B. Lee Date  
Grants Management Specialist  
USDA Forest Service, Region 2, Rocky Mountain Region

 12/29/14  
for **USDA Forest Service** Date  
Region 2, Rocky Mountain Region  
Dan Jiron  
Regional Forester

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Mechele MacDonald Date  
Grants Management Specialist  
USDA Forest Service, Region 4, Intermountain Region

*(For) Chris Querson* 12/19/2014  
Date  
USDA Forest Service  
Region 4, Intermountain Region  
Nora Rasure  
Regional Forester

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Cristie B. Lee Date  
Grants Management Specialist  
USDA Forest Service, Region 2, Rocky Mountain Region

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USDA Forest Service Date  
Region 2, Rocky Mountain Region  
Dan Jiron  
Regional Forester



11/5/14

**County Commissions Representative**  
Wally Johnson  
Sweetwater County Commissioner

Date



11-5-14

**Conservation Districts Representative**  
Mary Thoman  
Sweetwater County Conservation District

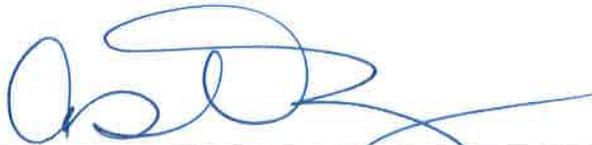
Date



11/12/14

**U.S. National Park Service**  
Intermountain Region  
Sue Masica  
Regional Director

Date



11.28.14

**Natural Resources Conservation Service**  
Astrid Martinez  
Wyoming State Conservationist

Date

**ATTACHMENTS**

Attachment A – Map of expanded WLCI area (May 2009)

Attachment B – Organization Structure

Attachment C – Executive Committee Members and Titles

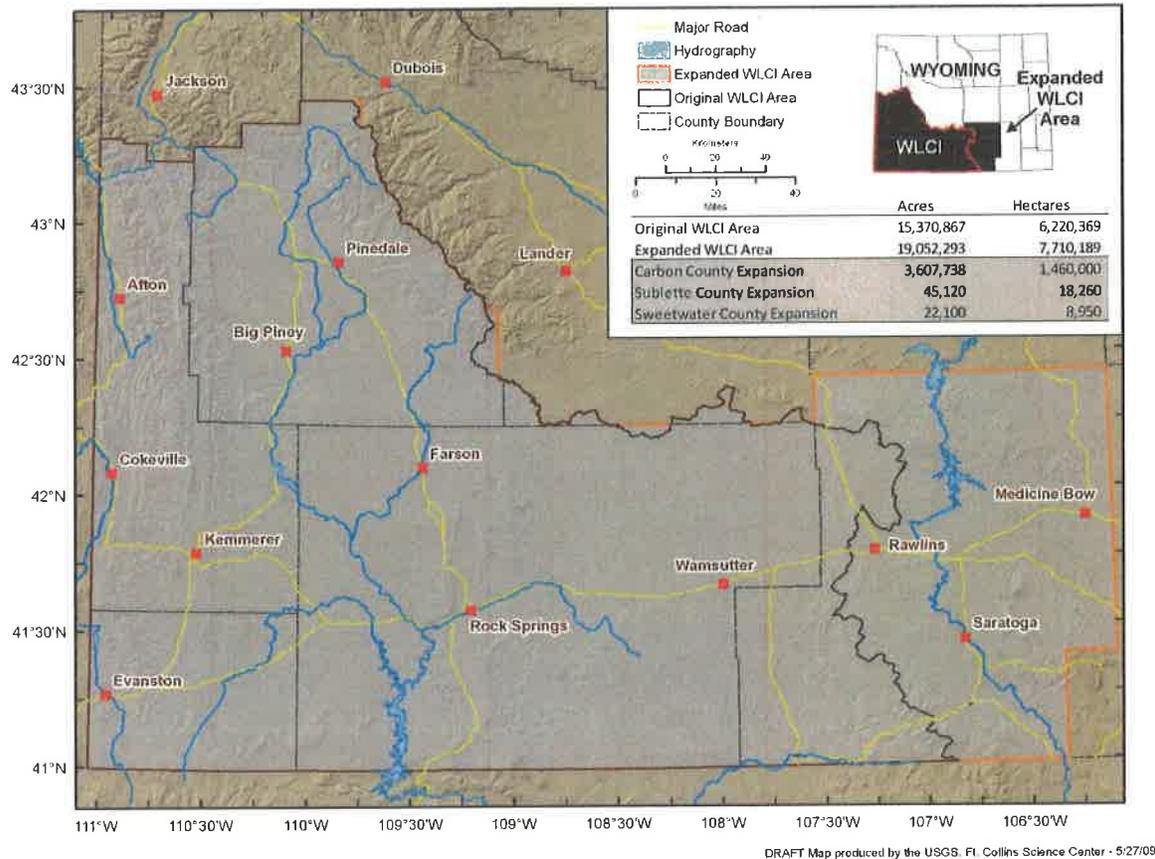
Attachment D – WLCI Executive Committee Representative and Designated Alternate

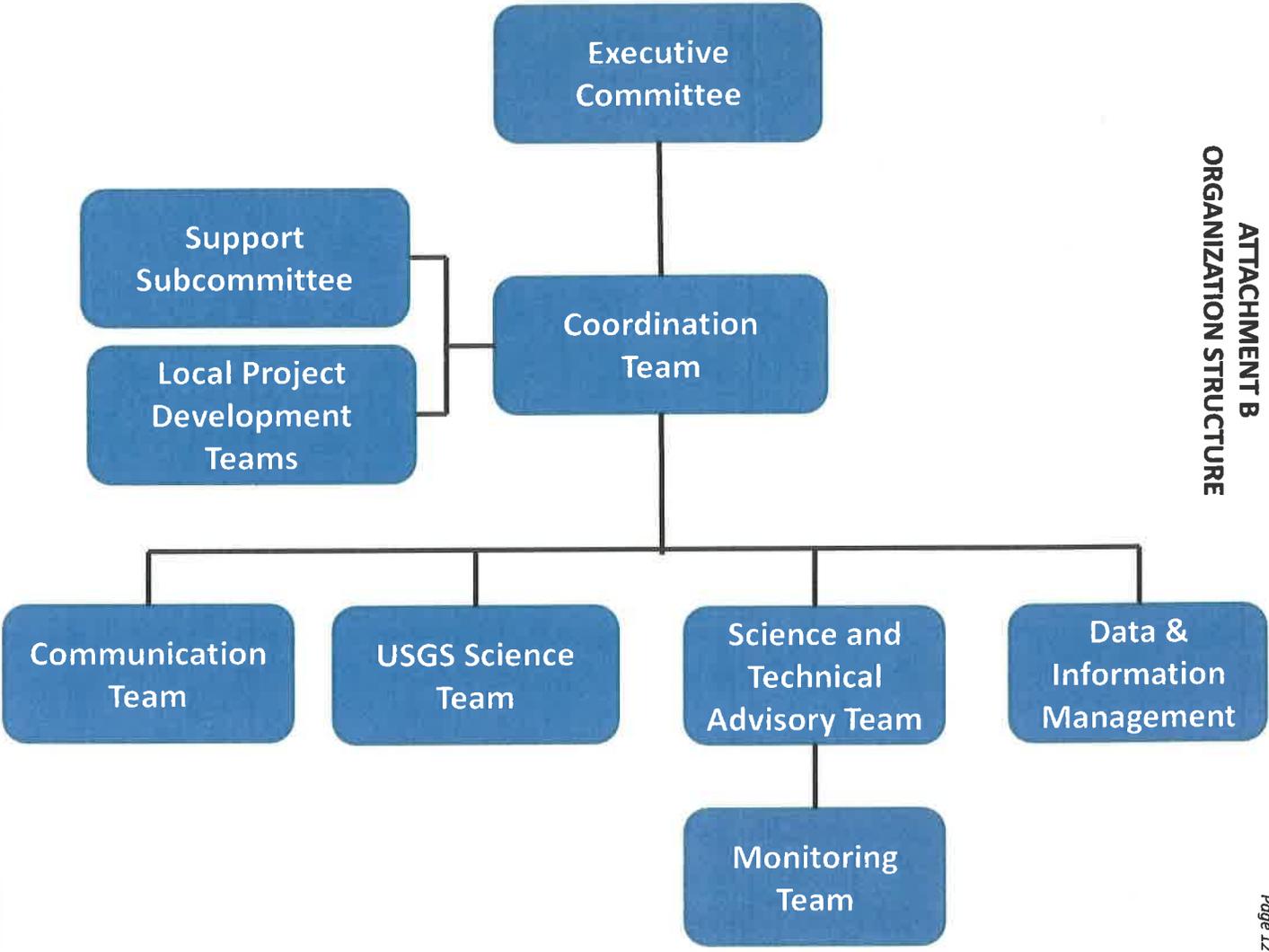
Attachment E – WLCI email address

# ATTACHMENT A

## MAP OF EXPANDED WLCI AREA

(adopted May 2009)





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**ATTACHMENT C**

**EXECUTIVE COMMITTEE MEMBERS AND TITLES**

**August 2014**

**Bureau of Land Management**

Don Simpson  
Wyoming State Director

**U.S. Geological Survey**

Max Ethridge  
Regional Director, Northwest Region

**U.S. Fish and Wildlife Service**

Mark Sattelberg  
Field Supervisor, Wyoming Ecological  
Services

**U.S. Forest Service**

Melanie Fullman  
District Ranger

**USDA Natural Resources Conservation  
Service**

Astrid Martinez  
Wyoming State Conservationist

**Wyoming Game & Fish Department**

Scott Talbott  
Director

**Wyoming Department of Agriculture**

Jason Fearneyhough  
Director

**County Commissions Representative**

Wally Johnson  
Sweetwater County Commissioner

**Conservation Districts Representative**

Mary Thoman  
Sweetwater County Conservation District

**U.S. Park Service**

John Keck  
Montana/Wyoming State Coordinator

**ATTACHMENT D****EXECUTIVE COMMITTEE MEMBERS AND DESIGNATED ALTERNATES**

August 2014

<b>Agency</b>	<b>Representative</b>	<b>Alternate</b>
BLM	Don Simpson	Mary Jo Rugwell
USGS	Max Ethridge	Frank D'Erchia
USFWS	Mark Sattelberg	Tyler Abbot
USFS	Melanie Fullman	
WDA	Jason Fearneyhough	Doug Miyamoto
WGFD	Scott Talbott	Mark Fowden
County Commissions	Wally Johnson	Kent Connelly
Conservation Districts	Mary Thoman	Shaun Sims
NRCS	Astrid Martinez	Casey Sheley
NPS	John Keck	

**ATTACHMENT E**  
**WLCI EMAIL ADDRESS**

Please send any proposed changes to the MOU to:

**BLM\_WY\_WLCI\_WYMAIL@BLM.GOV**